

MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

Date: 02/23/2018

Buyer Name: KIMBERLY AMBUR ROSS
 Address & Phone: 506 NORTH EVENING SHADE, SALINA, OK 74365 (918) 226-0417
 Co-Buyer Name: ALEXANDER JOSEPH ROSS
 Address & Phone: 506 NORTH EVENING SHADE, SALINA, OK 74365 (918) 226-0418
 Co-Buyer Name:
 Address & Phone: N/A
 Co-Signer Name:
 Address & Phone: N/A
 Seller Name: EXPRESS CREDIT AUTO OF TULSA
 Address & Phone: 4215 S MEMORIAL DRIVE, TULSA, OK 74145 (918) 591-2700

The Buyer is referred to as "I" or "me" or "my." The Seller is referred to as "you" or "your." This contract may be transferred by the Seller.

PROMISE TO PAY: By signing this contract, I choose to purchase the motor vehicle on credit according to the terms of this contract. The Federal Truth in Lending Disclosures set out below ("TILA Disclosures") are part of this contract. I agree to pay you the Amount Financed, Finance Charges, and any other charges in this contract in U.S. funds. I agree to make payments according to the Payment Schedule in the TILA Disclosures. If more than one person signs as a buyer, each agrees to keep all the promises in this contract even if the others do not. I have thoroughly inspected, accepted, and approved the motor vehicle in all respects.

MOTOR VEHICLE IDENTIFICATION

Stock No.	Year, Make, Model	Vehicle Identification Number	License Number (if applicable)	<input type="checkbox"/> New <input type="checkbox"/> Demonstrator <input type="checkbox"/> Factory <input type="checkbox"/> Official/Exec <input checked="" type="checkbox"/> Used	Primary Use For Which Purchased <input checked="" type="checkbox"/> Personal, Family, Household <input type="checkbox"/> Business Or Commercial <input type="checkbox"/> Agricultural
SS5710	2014 SCION XB	JTLZE4PE6BJ055710			

Trade-in Year N/A Make N/A Model N/A VIN N/A License No. N/A

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FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.	Total Sale Price The total cost of my purchase on credit, including down payment of
20.88 %	\$ 6178.68	\$ 15199.00	\$ 21377.68	\$ 21877.68

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
89	239.00	BIWEEKLY DUE EVERY OTHER SATURDAY BEGINNING 03/10/2018
1	106.68	FINAL PAYMENT DUE ON: 08/07/2021

Security: You will have a security interest in the motor vehicle being purchased.

Late Charge: ☐ If this box is checked, and you do not receive my entire payment within 10 days after it is due, I will pay a late charge equal to the greater of \$24.50 or 5% of the portion of the payment that is late.

Prepayment: If I pay all that I owe early, I will not have to pay a penalty.

Additional Information: I will refer to this document for information about nonpayment, default, security interests, any required repayment in full before the scheduled date, and prepayment refunds.

DEFERRED DOWNPAYMENT(S)

Due Date	Amount	Due Date	Amount
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

In this box, the word "you" refers to the Buyer

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Itemization of Amount Financed		
1. Cash Price (including any accessories, services and \$ <u>0.00</u> excise tax)		\$ <u>15699.00</u> (1)
2. Downpayment		
Gross trade-in	\$ <u>0.00</u>	
- payoff by seller	\$ <u>0.00</u>	
= net trade-in	\$ <u>0.00</u>	
+ Cash Downpayment	\$ <u>500.00</u>	
+ Deferred Downpayment	\$ <u>0.00</u>	
+ Manufacturer's Rebate	\$ <u>0.00</u>	
+ other <u>N/A</u>	\$ <u>0.00</u>	
Total Downpayment (if negative, enter "0" and see Line 4.A. below)		\$ <u>500.00</u> (2)
3. Unpaid balance of cash price (1 minus 2)		\$ <u>15199.00</u> (3)
4. Other charges including amounts paid to others on my behalf (Seller may keep part of these amounts.):		
A. Prior credit or lease balance paid to <u>N/A</u>	\$ <u>0.00</u>	
B. Cost of physical damage insurance paid to insurance company	\$ <u>0.00</u>	
C. Cost of optional coverages with physical damage insurance paid to insurance company	\$ <u>0.00</u>	
D. Cost of optional credit insurance paid to insurance company or companies	\$ <u>0.00</u>	
Credit Life <u>N/A</u>	\$ <u>N/A</u>	
Disability <u>N/A</u>	\$ <u>N/A</u>	
E. Other insurance paid to the insurance company	\$ <u>0.00</u>	
F. Official fees paid to government agencies	\$ <u>0.00</u>	
G. Other taxes	\$ <u>0.00</u>	
H. Government license and/or registration fees	\$ <u>0.00</u>	
I. Government certificate of title fee	\$ <u>0.00</u>	
J. Government vehicle inspection fees	\$ <u>0.00</u>	
K. Other charges (Seller must identify who is paid and describe purpose)		
To <u>N/A</u> For <u>GAP Waiver Contract</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
To <u>N/A</u> For <u>N/A</u>	\$ <u>0.00</u>	
Total Other Charges and Amounts Paid To Others On My Behalf		\$ <u>0.00</u> (4)
5. Amount Financed (3 + 4)		\$ <u>15199.00</u> (5)

OPTION TO AVOID FINANCE CHARGES: If I pay the Amount Financed, Item 5, above, on or before N/A, I will not pay any finance charges.

Seller Signs: N/A

Optional GAP Waiver (Debt Cancellation) Contract. A GAP Waiver Contract is optional. My purchase of a GAP Waiver Contract is not required to obtain credit and will not be provided unless I sign below and agree to pay the extra charge. If I agree to buy a GAP Waiver Contract, the charge is shown in Line Item 4.K. of the Itemization of Amount Financed. My GAP Waiver Contract is a part of this Contract. I can see my GAP Waiver Contract for details on the protection it provides.

Term N/A

I/We want to purchase the optional GAP Waiver Contract:

Buyer Signs N/A

Co-Buyer Signs: N/A

PROPERTY INSURANCE: I must keep the collateral insured against damage or loss in the amount I owe. I must keep this insurance until I have paid all that I owe under this contract. I may obtain property insurance from anyone I want or provide proof of insurance I already have.

If any insurance is included below, policies or certificates from the insurance company will describe the terms, conditions and deductibles.

A. Physical damage insurance. If you obtain physical damage insurance, the coverages, terms and premiums for these terms are set forth below.

Coverage	Term in Months	Premium
Collision	<u>N/A</u>	\$ <u>N/A</u>
Comprehensive	<u>N/A</u>	\$ <u>N/A</u>
Fire, Theft, and Combined Additional Coverage	<u>N/A</u>	\$ <u>N/A</u>
Other <u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>

B. Optional coverages with physical damage insurance. If I have chosen this insurance, the premiums for the initial N/A month term are itemized below.

☐ \$ N/A Towing/Labor Reimbursement ☐ \$ N/A Rental Reimbursement ☐ \$ N/A Other: N/A

I agree to purchase the above checked coverages.

Buyer's Signature: N/A Date: 02/23/2018

Optional insurance coverages. The insurance described below is not required to obtain credit. It will not be provided unless I sign and agree to pay the extra cost. My decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

Coverage	Term in Months	Premium
GAP*	<u>N/A</u>	\$ <u>0.00</u>
Involuntary Unemployment	<u>N/A</u>	\$ <u>N/A</u>
Other <u>N/A</u>		\$ <u>N/A</u>

Liability \$ N/A Per Person \$ N/A Per Accident \$ N/A Property Damage \$ N/A Premium \$ N/A

*If the motor vehicle is determined to be a total loss, GAP Insurance will pay you the difference between the proceeds of my basic collision policy and the amount I owe on the motor vehicle, minus my deductible. I can cancel that insurance without charge for 10 days from the date of this contract.

I want the optional coverages for which premiums are included above:

Buyer's Signature: N/A Date: 02/23/2018

Optional credit life and credit disability insurance. Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless I sign and agree to pay the extra cost. My decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

<input type="checkbox"/> Credit Life, one buyer	\$ <u>N/A</u>	<input type="checkbox"/> Credit Life, both buyers	\$ <u>N/A</u>	Term	<u>N/A</u>
<input type="checkbox"/> Credit Disability, one buyer	\$ <u>N/A</u>	<input type="checkbox"/> Credit Disability, both buyers	\$ <u>N/A</u>	Term	<u>N/A</u>

Credit Life Insurance is for the scheduled term of this contract. Credit Disability Insurance covers the first N/A payments and does not cover the last scheduled payment. Credit life insurance pays only the amount I would owe if I paid all my payments on time. Credit disability insurance does not cover any increase in my payment or in the number of payments.

I want the insurance indicated above.

Buyer's Signature: N/A Date: 02/23/2018

Co-Buyer's Signature: N/A Date: N/A

OTHER TERMS AND CONDITIONS

HOW YOU FIGURE THE FINANCE CHARGE: This is a simple interest contract. The contract rate is 20.95%. This contract rate may not be the same as the Annual Percentage Rate shown in the TILA Disclosures. Finance charges will accrue on the unpaid amount financed on a daily basis at 1/365th of the annual contract rate (1/366th in a leap year). The unpaid amount financed does not include late charges or returned check charges.

You based the Finance Charge, Total of Payments, and Total Sale Price shown in the TILA Disclosures on the assumption that I will make every payment on the day it is due. My Finance Charge, Total of Payments, and Total Sale Price will be more if I pay late and less if I pay early. Changes may take the form of a larger or smaller final payment or, at your option, more or fewer payments of the same amount as my scheduled payment with a smaller final payment. If all my scheduled payments are equal, you will give me at least 25 days after the final scheduled payment is due to pay any extra amount I owe because I paid late.

HOW YOU WILL APPLY MY PAYMENTS: You will apply my payments in the following order:

1. earned but unpaid finance charge; and
2. to anything else I owe under this agreement.

INTEREST AFTER MATURITY: If I don't pay all I owe when the final payment becomes due, I will pay interest on the amount that is still unpaid. The interest rate will be the higher of 21% per year or the maximum rate allowed by law, if that rate is higher. The interest rate for this amount will begin the day after the final payment becomes due.

LIABILITY INSURANCE: UNLESS A CHARGE FOR LIABILITY INSURANCE IS INCLUDED IN THE ITEMIZATION OF AMOUNT FINANCED, LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.

PROPERTY INSURANCE: I agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover your interest in the vehicle. The insurance must include collision coverage and either comprehensive or fire, theft, and combined additional coverage, with acceptable deductibles. I must maintain a Comprehensive deductible not more than \$500.00 and a Collision deductible amount not more than \$500.00. I must keep this insurance until I have paid all that I owe under this contract. I may obtain property insurance from anyone I want or provide proof of insurance I already have. I agree to give you proof of property insurance. I must name you as the person to be paid under the policy in the event of damage or loss.

YOUR RIGHT TO BUY REQUIRED INSURANCE IF I FAIL TO KEEP THE MOTOR VEHICLE INSURED: If I fail to give you proof that I have insurance, you may buy physical damage insurance. You may buy insurance that covers my interest and your interest in the motor vehicle, or you may buy insurance that covers your interest only. I will pay the premium for the insurance and a finance charge at the contract rate. If you obtain collateral protection insurance, you will mail notice to my last known address shown in your file.

PHYSICAL DAMAGE INSURANCE PROCEEDS: I must use physical damage insurance proceeds to repair the motor vehicle, unless you agree otherwise in writing. However, if the motor vehicle is a total loss, I must use the insurance proceeds to pay what I owe you. I agree that you can use any proceeds from insurance to repair the motor vehicle, or you may reduce what I owe under this contract. If you apply insurance proceeds to the amount I owe, they will be applied to my payments in the reverse order of when they are due. If my insurance on the motor vehicle or credit insurance doesn't pay all I owe, I must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to me.

RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES: If you get a refund on insurance or service contracts, or other contracts included in the cash price, you will subtract it from what I owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to me.

APPLICATION OF CREDITS: Any credit that reduces my debt will apply to my payments in the reverse order of when they are due, unless you decide to apply it to another part of my debt. The amount of the credit and all finance charge or interest on the credit will be applied to my payments in the reverse order of my payments.

TRANSFER OF RIGHTS: You may transfer this contract to another person. That person will then have all your rights, privileges, and remedies.

SECURITY INTEREST: To secure all I owe on this contract and all my promises in it, I give you a security interest in

- the motor vehicle including all accessories and parts now or later attached;
- all insurance proceeds and other proceeds received for the motor vehicle;
- any insurance policy, service contract or other contract financed by you and any proceeds of those contracts; and
- any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show your security interest in the motor vehicle.

USE AND TRANSFER OF THE MOTOR VEHICLE: I will not sell or transfer the motor vehicle without your written permission. If I do sell or transfer the motor vehicle, this will not release me from my obligations under this contract. I will promptly tell you in writing if I change my address or the address where I keep the motor vehicle. I will not remove the motor vehicle from the state of my residence for more than 30 days unless I first get your written permission.

CARE OF THE MOTOR VEHICLE: I agree to keep the motor vehicle free from all liens, and claims except those that secure this contract. I will timely pay all taxes, fines, or charges pertaining to the motor vehicle. I will keep the motor vehicle in good repair. I will not allow the motor vehicle to be seized or placed in jeopardy or use it illegally. I must pay all I owe even if the motor vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the motor vehicle, you may pay the third party any cost required to free the motor vehicle from all liens or claims. You may immediately demand that I pay you the amount paid to the third party for the motor vehicle. If I do not pay this amount, you may repossess the motor vehicle and add that amount to the amount I owe. If you do not repossess the motor vehicle, you may still demand that I pay you, but you cannot compute a finance charge on this amount.

DEFAULT: I will be in default if:

- I do not pay any amount when it is due;
- I break any of my promises in this agreement;
- I allow a judgment to be entered against me or the collateral; or
- I file bankruptcy, bankruptcy is filed against me, or the motor vehicle becomes involved in a bankruptcy.

If I default, you can exercise your rights under this contract and your other rights under the law.

LATE CHARGE AND RETURNED CHECK CHARGE: I will pay you a late charge on each late payment as shown in the TILA Disclosures. If any payment I give you is unpaid for any reason, I agree to pay a returned check charge of \$25.

REPOSSESSION: If I default, you may repossess the motor vehicle from me if you do so peacefully. If any personal items are in the motor vehicle at the time of repossession, you can store them for me. I may pick up any personal items from the vehicle at no cost to me within 10 days from the time I receive notice of the time and place of the sale. If I do not ask for these items back within 10 days from the day you mail or deliver the notice to me, you may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the motor vehicle.

MY RIGHT TO REDEEM: If you take my motor vehicle, you will tell me how much I have to pay to get it back. If I do not pay you to get the motor vehicle back, you can sell it or take other action allowed by law. My right to redeem ends when the motor vehicle is sold or you have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

DISPOSITION OF THE MOTOR VEHICLE: If I don't pay you to get the motor vehicle back, you can sell it or take other action allowed by law. You will send me notice at least 10 days before you sell it. You can use the money you get from selling it to pay allowed expenses and to reduce the amount I owe. Allowed expenses are expenses you pay as a direct result of taking the motor vehicle, holding it, preparing it for sale, and selling it. If any money is left, you will pay it to me unless you must pay it to someone else. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest, unless applicable law does not permit us to collect the deficiency. If you take or sell the motor vehicle, I will give you the certificate of title and any other document required by state law to record transfer of title.

COLLECTION COSTS: If you hire an attorney who is not your employee to enforce this contract, I will pay reasonable attorney's fees and court costs as applicable law allows.

CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS: This contract may contain charges for insurance or service contracts or for services included in the cash price. If I default, I agree that you can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what I owe or repair the motor vehicle.

YOUR RIGHT TO DEMAND PAYMENT IN FULL: If I default, or you believe in good faith that I am not going to keep any of my promises, you can demand that I immediately pay all that I owe. Unless required by applicable law, you don't have to give me notice that you are demanding or intend to demand immediate payment of all that I owe.

INTEGRATION AND SEVERABILITY CLAUSE: This contract and the related documents that I sign contemporaneously with this contract contain the entire agreement between you and me relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid.

LEGAL LIMITATIONS ON YOUR RIGHTS: If you don't enforce your rights every time, you can still enforce them later. You will exercise all of your rights in a lawful way. I don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all your other acts.

CO-SIGNER OBLIGATIONS: Any co-signer who signs this contract agrees to pay any amounts due under the contract if the buyer(s) does not pay such amounts. You do not have to exhaust your legal remedies against any buyer before seeking payment from the co-signer.

APPLICABLE LAW: Federal and Oklahoma law apply to this contract.

MONITORING, RECORDING, AND COLLECTION CALLS: By providing you my wireless (cell) telephone number, I expressly consent to receiving telephone calls from you concerning my contract, including calls to collect what I owe. Live calls may be made by one of your employees. Calls may also be made by a prerecorded, autodialed voice or text message as applicable law allows. My consent covers all types of calls. You do not charge me for such calls. My wireless carrier will charge me for your incoming calls and text messages according to my plan.

STARTER INTERRUPT/GPS TRACKING: ☒ If the box is checked, my motor vehicle is equipped with a starter interrupt GPS tracking device ("Device"). By signing this contract, I agree that you may install the "Device" in my motor vehicle. I understand and agree that you may use this Device to locate my motor vehicle in the event that I do not make my payments on the dates they are due as shown in the TILA Disclosures. I understand and agree that you will disable the motor vehicle in the event that I do not make my payments on the dates they are due as shown in the TILA Disclosures, subject to any rights that I may have to cure my default. I agree that I will not tamper with, disable or attempt to disable the Device. The Device is and remains your property. I agree to return the motor vehicle to you after I have made all payments due under this contract so that you can remove the Device at no cost to me. Additional terms and disclosures regarding the installation and use of the Device are provided to me separately.

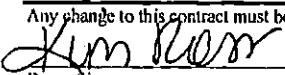
☐ If the box is checked, my motor vehicle is equipped with a GPS tracking device ("GPS Device"). By signing this contract, I agree that you may install the GPS Device in my motor vehicle. I understand and agree that you may use this GPS Device to locate my motor vehicle in the event that I do not make my payments on the dates they are due as shown in the TILA Disclosures. I agree that I will not tamper with, disable or attempt to disable the GPS Device. The GPS Device is and remains your property. I agree to return the motor vehicle to you after I have made all payments due under this contract so that you can remove the GPS Device at no cost to me. Additional terms and disclosures regarding the installation and use of the GPS Device are provided to me separately.

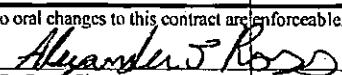
SELLER'S DISCLAIMER OF WARRANTIES: Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the motor vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the motor vehicle that the motor vehicle manufacturer may provide.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER. (This provision applies to this contract only if the motor vehicle financed in the contract was purchased primarily for personal, family, or household use.)

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and I must sign it. No oral changes to this contract are enforceable.


Buyer Signs


Co-Buyer Signs

CONSUMER WARNING - Notice to the buyer - I will not sign this contract before I read it or if it contains any blank spaces. I am entitled to a copy of the contract I sign. Under the law, I have the right to pay off in advance all that I owe and under certain conditions may save a portion of the finance charge. I will keep this contract to protect my legal rights.

BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT: I AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. I CONFIRM THAT BEFORE I SIGNED THIS CONTRACT, YOU GAVE IT TO ME, AND I WAS FREE TO TAKE IT AND REVIEW IT.

Kim Ross 02/23/2018
Buyer Signs Date

X *Alexander J Ross* 02/23/2018
Co-Buyer Signs Date

X N/A N/A
Co-Buyer Signs Date

X N/A N/A
Co-Signer Signs Date

EXPRESS CREDIT AUTO OF TULSA 02/23/2018
Seller Signs Date

X *Howard Bryant*
By:

THIS CONTRACT IS NOT VALID UNTIL YOU AND I SIGN IT.

☒ If checked, I acknowledge that you and I have signed a separate arbitration agreement. That agreement is hereby attached and the terms are incorporated into the terms of this contract.

Negotiation and Assignment: For value received the undersigned Seller does hereby sell, assign and transfer to
AUTO ADVANTAGE FINANCE LLC subject to the terms and conditions of the separate agreement between the Parties.

Assignment is made: ☐ With Recourse
Express Credit Auto of Tulsa
Seller

☒ Without Recourse ☐ With Limited Recourse
By *Howard Bryant* Title

2/23/18
Date

THIS DOCUMENT IS SUBJECT TO A
SECURITY INTEREST IN FAVOR OF,
AND PLEDGED AS COLLATERAL TO,
TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION